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UNITED STATES DISTRICT COURT
 NORTHER DISTRICT OF CALIFORNIA

SAN JOSE

E-FILED - 8/16/06

NORTHERN INSURANCE COMPANY OF
 NEW YORK AND MARILYN CASUALTY
 COMPANY,

Plaintiffs,

vs.

DONGBU INSURANCE COMPANY, LTD.,

Defendant.

Case No. C-05-00167-RMW

**STIPULATION FOR VOLUNTARY
 DISMISSAL OF COMPLAINT,
 WITHOUT PREJUDICE AND PROPOSED
 ORDER**

FRCP 41 (a)(1)(ii)

Complaint Filed: January 11, 2005

TO THE COURT AND ALL ATTORNEYS OF RECORD:

IT IS HEREBY STIPULATED by and between plaintiffs, Northern Insurance Company of
 New York ("Northern") and Maryland Casualty Company ("Maryland"), and defendant Dongbu
 Insurance Company, Ltd. ("Dongbu"), through their designated counsel, that the above-captioned
 complaint by Northern and Maryland against Dongbu shall be and is voluntarily dismissed by the

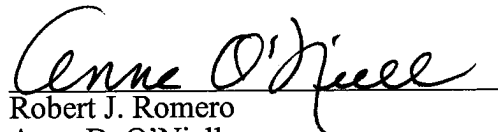
1 plaintiffs respectively, without prejudice to their rights, pursuant to FRCP 41 (a)(1)(ii). This
2 stipulation is made pursuant to the terms and conditions of the parties' separate Tolling Agreement.

3 IT IS SO STIPULATED:
4

5 Dated: August 15, 2006

HINSHAW & CULBERTSON LLP

6
7 By:


Robert J. Romero
Anne D. O'Niell
Attorneys for Defendants
Northern Insurance Company of New York
and Maryland Casualty Company

10
11 Dated: August ___, 2006

HANSEN, CULHANE, KOHLS, JONES & SOMMER LLP

12
13 By:

Michael Jones
Gregory Fayard
Attorneys for Defendant
Dongbu Insurance Co. Ltd.

14
15
16 **ORDER**

17 The foregoing Stipulation For Voluntary Dismissal Of Complaint Without Prejudice is
18 hereby adopted by the Court, according to the terms stated therein.
19

20 Dated: 8/16/06

/S/ RONALD M. WHYTE
RONALD M. WHYTE
UNITED STATES DISTRICT JUDGE

1 plaintiffs respectively, without prejudice to the rights pursuant to Federal Rule of Civil Procedure 41
2 (a)(1)(ii). This stipulation is made pursuant to the parties' separate Tolling Agreement.

3 IT IS SO STIPULATED:

4
5 Dated: August __, 2006 HINSHAW & CULBERTSON LLP

6
7 By: _____
8 ROBERT J. ROMERO
9 ANNE D. O'NIELL
10 Attorneys for Plaintiffs
11 NORTHERN INSURANCE COMPANY OF NEW YORK
12 and MARYLAND CASUALTY COMPANY

13
14 Dated: August 15, 2006 HANSEN, CULHANE, KOHLS, JONES & SOMMER LLP

15
16 By: Gregory T. Fayard
17 MICHAEL W. JONES
18 GREGORY T. FAYARD
19 Attorney for Defendants
20 DONGBU INSURANCE CO. LTD.

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